

AKIN GUMP STRAUSS HAUER & FELD LLP
Robert H. Pees (rp0393)
Jessica Oliff Daly (jd9012)
One Bryant Park
New York, New York 10036
rpees@akingump.com
Tel: (212) 872-1000
Fax: (212) 872-1002

AKIN GUMP STRAUSS HAUER & FELD LLP
Daniel L. Nash
Stacey R. Eisenstein
Gregory W. Knopp
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
Tel: (202) 887-4000
Fax: (202) 887-4288

Counsel for Plaintiff National Football League Management Council

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

NATIONAL FOOTBALL LEAGUE
MANAGEMENT COUNCIL,

Plaintiff,

v.

NATIONAL FOOTBALL LEAGUE
PLAYERS ASSOCIATION,

Defendant.

Case No:

COMPLAINT

This is an action to confirm an arbitration award pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. §§ 185 *et seq.*

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1331 and 29 U.S.C. § 185.

2. Venue is proper in this District pursuant to 29 U.S.C. § 185(a) and 28 U.S.C. § 1391.

PARTIES

3. The National Football League Management Council (“NFL Management Council”) is the sole and exclusive bargaining representative of present and future employer member clubs of the NFL. The NFL Management Council’s principal place of business is in New York, New York.

4. The National Football League Players Association (“NFLPA”) is the exclusive bargaining representative of all NFL Players. The Players Association regularly represents players in the Southern District of New York, and some of its members reside in this judicial district.

FACTS

5. The parties are bound by a Collective Bargaining Agreement (“CBA”) negotiated between the NFL Management Council (on behalf of the NFL member clubs) and the NFLPA (on behalf of all NFL players). Relevant portions of the CBA are attached hereto as Exhibit A.

6. Article 46 of the CBA expressly acknowledges the authority of the NFL Commissioner to discipline players for conduct that he determines is “detrimental to the integrity of, or public confidence in, the game of professional football[.]” *See* Ex. A, Art. 46, § 1(a).

7. Paragraph 15 of the standard NFL Player Contract, which is part of the CBA, further acknowledges the Commissioner's authority to discipline players for engaging in "conduct detrimental to the integrity of, or public confidence in, the game of professional football" including where they engage in conduct that impairs "public confidence in the honest and orderly conduct of NFL games" or "the integrity and good character of NFL players." CBA, App. A, ¶ 15. The Commissioner's disciplinary authority over integrity-of-the-game matters specifically includes the right to suspend players for a definite period or indefinitely. *See id.*

8. "All disputes" over discipline imposed by the Commissioner for conduct detrimental to the league must be resolved exclusively under the final and binding appeal procedures set forth in Article 46 of the CBA. Under Article 46, players have the right to appeal their discipline at a hearing at which the Commissioner may preside "at his discretion." *See* Ex. A, Art. 46.

9. On May 11, 2015, the NFL notified New England Patriots quarterback Thomas Brady that, pursuant to the Commissioner's authority under Article 46 of the CBA, he will be suspended without pay for the first four games of the 2015 NFL regular season games for engaging in conduct detrimental to the integrity of and public confidence in the game of professional football. As set forth in the letter from the NFL informing Brady of the discipline, the suspension is based on his role in the deflation of the Patriots' footballs during the AFC Championship Game and his failure to fully and candidly cooperate with the NFL's investigation into the matter.

10. On May 14, 2015, the NFLPA appealed Brady's suspension pursuant to Article 46 of the CBA.

11. On June 23, 2015, a hearing was held before NFL Commissioner Roger Goodell at the NFL Management Council's offices located at 345 Park Avenue, New York, New York 10154.

12. On July 28, 2015, the Commissioner issued a final written decision on the NFLPA's appeal of Brady's suspension ("Decision"), which is attached hereto as Exhibit B.

13. The Decision denied the NFLPA's appeal and confirmed Brady's suspension.

14. Under the CBA, the Decision constitutes the "full, final and complete disposition of the dispute and will be binding upon the player(s), Club(s) and parties to this Agreement[.]" Ex. A, art. 46, § 2(d).

COUNT 1 – CONFIRMATION OF ARBITRATION AWARD

1. The NFL Management Council repeats and re-alleges Paragraphs 1-14 as if set forth fully herein.

2. The NFL Management Council seeks an order confirming the Decision under well-established principles of federal labor law. The Decision was issued in full accord with the parties' CBA and draws its essence from the parties' agreements, as it interprets the terms of the CBA and Brady's NFL Player Contract.

3. The NFL Management Council is entitled to confirmation and enforcement of the Decision and entry of judgment in conformity of the Decision pursuant to the Labor Management Relations Act, 29 U.S.C. § 185.

PRAYER FOR RELIEF

WHEREFORE, the NFL Management Council respectfully requests that this Court enter an Order:

(a) Confirming the Decision;

- (b) Entering judgment in favor of the NFL Management Council against the NFLPA; and
- (c) Providing the NFL Management Council with such other and further relief as the

Court deems proper.

New York, NY
Dated: July 28, 2015

/s/ Robert H. Pees

AKIN GUMP STRAUSS HAUER & FELD LLP
Robert H. Pees (rp0393)
Jessica Oliff Daly (jd9012)
One Bryant Park
New York, New York 10036
rpees@akingump.com
Tel: (212) 872-1000
Fax: (212) 872-1002

AKIN GUMP STRAUSS HAUER & FELD LLP
Daniel L. Nash*
Stacey R. Eisenstein*
Gregory W. Knopp
1333 New Hampshire Avenue, N.W.
Washington, DC 20036
Tel: (202) 887-4000
Fax: (202) 887-4288

*Counsel to Plaintiff National Football League
Management Council*

**Pro Hac Vice* application forthcoming